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**THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

1) ARCH INSURANCE COMPANY, a ) corporation	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Case No.
	)	
2) BULLARD, BROWN & BEAL, LLP	)	
3) JAMES E. BULLARD, an individual	)	
	)	
Defendants.	)	

**COMPLAINT**

COMES NOW the Plaintiff, Arch Insurance Company (“Arch”) by and through its attorneys, Traub Lieberman Straus & Shrewsberry LLP, and for its causes of actions against the Defendants, states and alleges as follows:

**Parties, Jurisdiction, and Venue**

1. Arch Insurance Company is a Missouri corporation with its principal place of business in New Jersey.

2. Bullard, Brown & Beal, LLP is a foreign limited liability partnership with its principal place of business in California, and which regularly engages in business in the State of New Jersey. Upon information and belief, no member of Bullard, Brown & Beal, LLP is a citizen of New Jersey or Missouri.

3. James E. Bullard is a licensed attorney, a citizen of the state of California, and regularly engages in business in the State of New Jersey.

4. Complete diversity of citizenship exists between the parties to this action and the amount in controversy exceeds \$75,000.000 exclusive of interest and costs, conferring diversity jurisdiction on this Court pursuant to 28 U.S.C. Sec 1332(a)(1).

5. Defendants have sufficient contacts with the State of New Jersey to warrant the exercise of *in personam* jurisdiction by this Court over each Defendant.

### **Factual Background**

6. Bullard, Brown & Beal, LLP, at all relevant times herein, advertised and held itself out to be an insurance coverage firm, primarily devoting its legal practice to insurance matters including the representation of insurance companies.

7. James E. Bullard, at all relevant times herein, was a partner with the Bullard, Brown & Beal, LLP law firm and specialized in handling complex disputes involving insurance coverage matters and rendering advice under a wide variety of insurance policies.

8. On or about October 17, 2016, Arch Insurance Company retained Defendants for a coverage evaluation relative to a claim for uninsured/underinsured motorist benefits by Taniyah Lott, surviving spouse of Brian Lott.

9. Arch Insurance Company, through its claims administrator, York Risk Services Group, Inc., submitted a copy of a police report to Defendants, along with a copy of their claim file. The police report noted that on December 16, 2015, Brian Lott was travelling as a passenger in a vehicle driven by Candace Davis when Davis struck a deer in the roadway at excessive speed, resulting in Brian Lott's death.

10. At the time of the December 16, 2015 accident, the automobile driven by Candace Davis was insured by Arch Insurance Company through policy number NCAT0315701. The policy provided an endorsement for the State of Oklahoma Uninsured Motorist Coverage. The insurance policy provided that Brian Lott was an insured under the policy since he was a passenger in the vehicle at the time of the accident.

11. Defendants prepared and submitted a coverage analysis which opined that the subject Arch Insurance Company policy would not provide coverage for Taniyah Lott's claim for the death of Brian Lott under applicable Oklahoma law. Defendants' coverage analysis stated that "the accident was reportedly caused by a deer, and a deer is neither the 'owner' nor 'driver' of an 'uninsured motor vehicle' under the subject Arch policy" or under Oklahoma uninsured motorist law.

12. Defendants' coverage analysis failed to consider and failed to raise the excessive speed of Candace Davis as a cause in the accident. Defendants' coverage analysis failed to consider the potential effect of Candace Davis' negligence on the availability of uninsured motorist coverage under Oklahoma law.

13. Defendants' coverage analysis pointed out that no other motor vehicles were involved in the subject accident. Under applicable Oklahoma law, this was irrelevant because another vehicle is not required to be involved to trigger the availability of uninsured motorist coverage in the subject circumstances.

14. A factually similar case to the subject accident was previously litigated in Oklahoma. Defendants' analysis failed to address that the availability of uninsured motorist benefits to Lott was a settled question under Oklahoma law.

15. An attorney-client relationship existed between Plaintiff and Defendants with respect to the coverage evaluation.

16. Arch Insurance Company, reasonably relying on the advice of the Defendants, denied uninsured motorist coverage to Taniyah Lott.

17. Taniyah Lott filed suit against Arch Insurance Company on December 16, 2016, claiming breach of contract and the duty of good faith and fair dealing by denying and refusing coverage for the death of Brian Lott.

#### **COUNT I - MALPRACTICE**

18. Defendants had a duty to use skill, knowledge, prudence, and diligence as members of the legal profession in providing the coverage evaluation to Arch Insurance Company.

19. Defendants breached their duty to Arch Insurance Company by:

a) Failing to conduct adequate research of Oklahoma case law and Oklahoma statutes to render a fully informed and legally correct opinion to Arch Insurance Company;

b) Issuing an erroneous coverage analysis to Arch Insurance Company which was inconsistent with established Oklahoma law;

c) Recommending denial of uninsured motorist benefits based on insufficient factual and legal analysis that Defendants knew or should have known was without merit.

20. Defendants acted negligently and with willful and wanton professional misconduct. Defendants' conduct reflected a reckless indifference to the consequences of their actions, justifying the imposition of punitive damages.

21. As a direct result of Defendants' coverage opinion, Arch denied Mrs. Lott's claim for uninsured motorist benefits, which resulted in a lawsuit against Arch Insurance Company for breach of contract and breach of the duty of good faith and fair dealing.

22. As a direct result of Defendants' conduct, Arch Insurance Company has sustained monetary damages, incurred attorney's fees in the defense of the underlying action brought by Taniyah Lott and suffered a loss of reputation.

WHEREFORE, Plaintiff prays for judgment against Defendants in a sum in excess of \$75,000, attorney fees, interest, costs, punitive damages and any such further relief to which Plaintiff may be justly entitled.

Respectfully submitted,  
TRAUB LIEBERMAN STRAUS  
& SHREWSBERRY  
Attorneys for Plaintiff

Dated: April 16, 2018

By: /s/ Aileen F. Droughton  
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**LOCAL CIV. RULE 11.2 CERTIFICATION**

By signing below, counsel for Plaintiff, Arch Insurance Company, affirms that the within matter in controversy is not the subject of any action pending in any court or any other pending arbitration or administrative proceeding.

TRAUB LIEBERMAN  
STRAUS & SHREWSBERRY LLP  
Attorneys for Plaintiff  
Arch Insurance Company

Dated: April 16, 2018

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